

SALE OF STANDING TIMBER.

Notification dated 3rd October 1930.

It is hereby notified for general information that the right to cut and remove timber in the undermentioned Forests of the Hassan District for the year 1930-31, will be resold by public auction by the District Forest Officer, Hassan or any other officer deputed by him on the date and place and subject to the conditions mentioned below at the risk of the original purchaser.

The sale will commence at 2 P.M. precisely and will be subject to the confirmation of the District Forest Officer, in case of bids of Rs. 1,000 and below and of the Conservator of Forests in other cases:—

Name of Range	Name of Forest	Kind of timber	Quantity C.ft.	Place of sale	Date of sale	Remarks
Hassan	(1) Manjeahalli Kaval. (2) Rangapur Kaval (3) Belavathalli Reserve	Hulve .. Bilimatti .. Do ..	200 350 500	Bageshpur ..	27th October 1930.	

N.B.—It should be clearly noted that the contractor, should make his own arrangements for the removal of timber, from the coupes and that the Forest Department will not undertake any responsibility in the matter of opening of roads, etc.

2. Each bidder shall, before he is permitted to bid, be required to furnish a solvency certificate as under the Thangadi Sale Rules and deposit a sum of Rs. 50 (rupees fifty) as earnest money with the officer conducting the sale; the deposit will be returnable to him at the close of the sale if his bid is not accepted. The person whose bid is accepted, shall immediately after the close of the sale pay 25 per cent of the bid amount less the deposit already paid, failing which, the right will be resold or worked departmentally at the risk of the defaulting bidder. He will be liable for the loss, if any, that may result by such resale or departmental working which will be recoverable from him as arrears of Land Revenue, but he shall not participate in any gain.

3. Defaulters to the department will not be allowed to bid at the sale.

4. All timber yielding trees marked by the department will be sold *knadvar* for a lump-sum amount of the whole coupe.

5. Power is reserved to the officer conducting the sale to accept or reject any bid without assigning any reason therefor.

6. Within a week from the date of intimation regarding the confirmation of the sale, the person whose bid is accepted shall deposit a sum of Rs. 50 (fifty) or 25 per cent of the sale amount, whichever is less, for each coupe as security towards the due fulfilment of his contract. He shall also pay within that period the remaining 75 per cent of the contract amount due by him and shall execute an agreement, on a stamped paper of proper value, accepting the above terms and the terms specified below, failing which, the amount already paid will be forfeited to Government and the produce resold or worked departmentally at his risk as noted in clause (2) *supra*. The security deposit or the balance thereof as may remain over shall be repayable to the contractor on his producing proof relieving him of any liability under the contract.

The following are the further conditions to which the contractor should bind himself:—

(a) That he shall fell and remove the timber trees purchased by him before the 15th June 1931.

(b) That he shall make the fellings of the trees in a methodical manner from one side of the coupe.

(c) That each consignment of timber shall be covered by a passport issued by the Range Officer or any other officer deputed by the District Forest Officer in this behalf.

(d) That if any tree, shrub, or growth reserved by the department is cut he shall pay a fine not exceeding Rs. 10 per tree.

(e) That he shall abide by the rules of the department as regards the kindling of the fire and shall hold himself responsible for any forest offences committed by his agents, employees, or workmen.

(f) That no operation shall take place in the forest after sunset and before sunrise.

(g) That he shall not sublet the contract to any body except with the written sanction of the District Forest Officer.

(h) That he shall have no right whatsoever over the coupe and over the timber paid for but left unremoved in any of the coupes after 30th June 1931.

(i) That he shall maintain a register in the form prescribed by the District Forest Officer showing the number of trees felled and the out-turn of fuel resulting therefrom and shall keep it open for the examination of Forest Officers above the grade of guards.

- (g) That for any breach of any of the conditions of the contract by the contractor or his agents the contract shall be void at the option of the District Forest Officer and that the latter may after issuing to the contractor a notice of the cancellation of the contract enforce forfeiture of all or any part of the deposit and shall resell the right or work it departmentally at the risk of the contractor as in clause (2) *supra*. If the deposit or part thereof is so forfeited it shall be immediately made good by the contractor.

MAHOMED PIR,
District Forest Officer.

SAGAR FOREST DIVISION.

Notification dated 20th September 1930.

It is hereby notified for general information that the exclusive right of collecting Tupra Leaves on all Government unoccupied lands, Amrut Mahal Kavals, State Forests, Reserved Lands and Plantations from the date of confirmation of the sale up to the end of June 1933, will be sold talukwar by public auction for three years at the place and date noted below by the District Forest Officer, or other officer deputed by him :—

Name of Taluk	Place of sale	Date of sale	Remarks
Sorab	Anvatty	Monday the 27th October 1930.	The sale will be held for three years from the date of the confirmation order of the sale up to the end of June 1933.

N.B.—(a) Government have reserved their power of issuing individual licenses for *bona fide* local consumers.

(b) Excludes the produce of Inam, Jodi, Kayangutta, Sarvamanya and other lands which are in the occupancy of private individuals as well as village forests.

1. The auction sale will commence at 2 p.m., and if it is not concluded on the same day, will be continued on the next following day.

2. Defaulters on account of previous lease will not be permitted to bid.

3. No person will be allowed to bid unless he has deposited with the officer conducting the sale, a sum of Rs. 50. The deposits of unsuccessful bidders will be returned immediately after the sale.

4. The exclusive right of collecting and removing the produce above described will be disposed of to the highest bidder, subject to the confirmation of the District Forest Officer, or the Conservator of Forests as the case may be, who at his discretion may accept or reject the highest or any other bid without assigning any reason therefor.

5. The successful bidder shall, at the close of the sale, credit into the Taluk Treasury one-fourth sale amount (exclusive of the deposit amount already paid) together with Local Cess at one anna per rupee, Railway Cess at three pies per rupee and Education Cess at six pies per rupee on the entire sale amount. In default of payment the deposit already paid will be forfeited and the right resold. Such resale will be at the risk of the defaulting purchaser, who will be liable to make good any loss that may result to Government by such resale, but will not participate in any profit accruing therefrom.

N.B.—If the deficit be not paid, it will be recovered as arrears of Land Revenue.

6. If the sale is not confirmed, the amount paid will be refunded.

7. The accepted bidder shall pay another one-fourth of the sale amount within fifteen days of the intimation of the confirmation of the sale and execute an agreement binding himself to pay the balance of the sale amount before the 15th January 1931 and binding himself to observe the conditions mentioned hereunder. In default, the acceptance of the bid will be revoked, the money already paid forfeited, and the right resold.

Further conditions to be entered in the agreement are :—

- The lessee shall hold himself responsible for the cutting or injuring of any other trees on the plea of collecting the produce. The lessee shall be held personally responsible for the acts of his agents or servants.
- The lessee shall furnish a list of sub-contractors, agents or servants who may be appointed by him for the collection of the produce.
- The lessee shall work out the lease himself and not transfer or sublet it to others without the previous sanction of the District Forest Officer.
- The lessee, his agents or servants shall render all possible help in preventing the occurrence of fires in forests in which he or they may be working and render prompt assistance in extinguishing such fires as may break out accidentally.